

Mutare Software – Customer Support Agreement (CSA)

Post Warranty Support for Application Software

Mutare Customer Support Agreement (CSA)

Post warranty support for the application may be purchased through an annual agreement from Mutare. Post warranty support plans provide remote telephone support only. As a requirement for purchasing post warranty support, the Customer is required to provide the necessary tools to enable remote access capabilities.

Under any CSA plan, the customer calls Mutare and opens a trouble ticket for any problem relating to the application. If the problem appears to be outside the application environment, Mutare will assist the customer in finding the most appropriate path to resolve the problem.

Mutare post warranty support excludes OA Runtime Support for OctelDesigner (OD) applications. The customer is responsible for purchasing OA Runtime Support from their vendor.

Items not covered by this agreement include all system hardware and software not provided by Mutare, or any application supported under this CSA which is willfully or accidentally altered by anyone other than Mutare.

Payment for CSA plans is due prior to the start of the support period.

8 x 5 Comprehensive CSA Business Hour Support - 15% of Application Price

8:00 am-5:00 pm CT, Monday - Friday. An initial response to the customer will be provided within two coverage hours from the time the problem is reported. Corrective action will begin that same day. Emergency service is available for an additional charge. Requests for any type of service may be left 24 hours, 7 days a week.

24 x 7 Comprehensive CSA 24 x 7 Support – 20% of Application Price

An initial response to the customer will be provided within two hours from the time the problem is reported. Corrective action will begin that same day. Corrective action receives priority treatment until resolved. Non-emergency calls will be prioritized during business hours. In the event the Customer's security restrictions prevent Mutare's technicians from accessing the OA server from outside Mutare's offices, corrective action may be delayed until the start of the next business day.

CSA Support (both 8 x 5 and 24 x 7) includes:

Troubleshooting. Isolate which component is causing the reported failure. Remote investigation of the reported error or change, and subsequent corrective action.

Minor Application Changes. Scheduled minor changes to an application such as adding a new field, changing a hard coded parameter, moving a field on the host screen or reading back a new field will be provided to applications under CSA at no additional charge. Minor changes are those that Mutare estimates can be completed within two hours. In the event a change is not considered minor, a quote will be provided in advance of any work.

Discounts on Service. In the event a change is too large to be considered minor under CSA, a 20% discount off Mutare's then current rates will be provided.

Packaged Application Enhancements. Some of Mutare's "packaged" applications (such as EVM, Survey, and Fax On Demand) are updated and enhanced on a regular basis. Enhancements to these applications are available to CSA customers at no additional charge.

Upgrades. Many Serenade/Aria upgrades require a corresponding upgrade to the application software. This includes changes to the application that might be made necessary or advantageous if the Message Server or OA Runtime Software is upgraded.

Application Problems. Any reported program errors will be corrected.

Disk Failure. This includes reloading the application should the OA or Message Server drive crash and customer has no back up. Backup copies of software applications are maintained by Mutare for all customers on CSA. The customer is still responsible for backing up any and all other files (i.e. system prompts, database files, data, WAV or TIF files) used by the application.

Escalation. If the problem requires escalation to Avaya's Advanced Technology Support Group (ATSG), Customer or Hardware Vendor is responsible for opening the necessary trouble ticket. Mutare will stay involved and keep Customer and/or Hardware Vendor abreast of the status until resolved.

Procedure for Support Calls. Customer will call 847.496.9000 and press 2. Mutare will diagnose and correct the problem. If the problem appears to be outside the application environment, Mutare will assist the customer in finding the most appropriate path to resolve the problem.

CSA – Terms and Conditions

This Service and Support Agreement (“Agreement”) between Mutare Software (Mutare) and Customer for the Comprehensive CSA support services described above is subject to the following terms and conditions:

1. Services under this agreement will be performed on the applications listed on the Customer Service Agreement for the fees indicated. This agreement does not cover any hardware component of the platform on which the application(s) is/are installed.
2. All the services described above (unless otherwise noted) are included in this CSA. All labor hours required under this CSA are included at no charge to the customer.
3. The support provided for by this CSA is remote dial-up only. Any on-site support required or requested will be billed to the customer at then current rates, plus travel expenses.
4. Customer will use best efforts to ensure that prior to reporting errors to Mutare, the problem being reported is indeed valid and not being caused by another source (i.e. telephone system, voice mail system, host, LAN, etc.).
5. Response Times: An initial response will be provided within two coverage hours from the time the problem is reported. Corrective action will begin that same day. Routine service/non-emergency coverage is Monday through Friday 8 a.m. to 5 p.m. CT, excluding holidays. Emergency 24 x 7 hour support (if purchased) is for a system totally out of service or for a critical application that is down. If the system or application is up and working in a degraded mode that does not severely impact the company’s business, it will not be considered an emergency and will be handled during standard business hours.
6. Items not covered by this agreement include all system hardware and software not provided by Mutare or any application supported under this CSA which is willfully or accidentally altered by anyone other than Mutare.
7. For support on OD applications, customer must have OA Runtime Support from Avaya/Distributor. If during the investigation of a reported problem it is discovered that OA Runtime Support is not in place, Mutare will contract for OA Runtime Support on behalf of the customer upon receipt of a customer provided PO. All charges incurred will be billed directly to the customer against the customer provided PO.
8. The terms of agreement will be effective on the date as specified on the CSA and upon execution of this agreement by both parties and shall continue for one year. This contract will automatically renew annually for the rates then in effect. Mutare will provide a renewal invoice not less than 30 days prior to renewal. Failure to pay by the start of the CSA service period shall constitute reason for termination of this contract and shall nullify any obligations on the part of Mutare to provide the CSA services.
9. Mutare will have full access to all supported applications running on the system during support hours. Lack of access will not constitute failure on the part of Mutare to fulfill its obligations under this agreement.
10. Either party’s performance of any part of this agreement will be excused to the extent that it is hindered, delayed or otherwise made impractical by 1) the acts or omissions of the other party; 2) fires, floods, riots; 3) acts of God; 4) any other cause whether similar or dissimilar to those listed beyond the reasonable control of the party whose performance is affected. If any such event occurs, the party whose performance is affected will notify the other party of the nature of the condition and the extent of the delay, and will make a reasonable, good effort to resume performance as soon as practicable.
11. Mutare’s liability under this agreement shall in no event, either singly or in the aggregate, exceed the amount actually received by Mutare from Customer for this CSA. In no event shall either party be liable to the other for any special, incidental, indirect, consequential or exemplary damages, lost profits or lost savings, however caused and on any theory of liability, whether in an action for contract, strict liability or tort, arising in any way out of this agreement or the termination hereof, even if the party has been advised of the possibility of such damage and notwithstanding any failure of essential purpose of any remedy.

